

STATE WATER CONTROL BOARD ENFORCEMENT ACTION
SPECIAL ORDER BY CONSENT
ISSUED TO
BRISTOW MANOR LIMITED PARTNERSHIP
FOR THE
BRISTOW MANOR GOLF CLUB WASTEWATER TREATMENT PLANT AND SPRAY
IRRIGATION SYSTEM
(VPA00012)

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code §§ 62.1-44.15(8a) and (8d) and 10.1-1185 between the State Water Control Board and Bristow Manor Limited Partnership regarding the Bristow Manor Golf Club Wastewater Treatment Plant, for the purpose of resolving certain violations of the State Water Control Law and Regulations.

SECTION B: Definitions:

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia and described in Va. Code §§ 62.1-44.7 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Special Order.

6. "NVRO" means the Northern Virginia Regional Office of DEQ, located in Woodbridge, Virginia.
7. "Bristow Manor" means Bristow Manor Limited Partnership.
8. "WWTP" means the Bristow Manor Golf Club Wastewater Treatment Plant
9. "Permit" means Virginia Pollutant Abatement (VPA) Permit No. VPA00012.
10. "VPAMR" means Virginia Pollution Abatement Monitoring Report.
11. "POTW" means Publicly Owned Treatment Works.
12. "Regulation" means 9 VAC 25-32-10, *et seq.*, the VPA Permit Regulation.

SECTION C: Finding of Facts and Conclusions of Law

1. Bristow Manor owns and operates the WWTP and its spray irrigation system located in Bristow, Prince William County, Virginia. The WWTP services the Bristow Manor Golf Club and approximately twenty-two residences. The design flow of the WWTP is 10,700 gallons per day. The Permit provides for wastewater treatment and spray irrigation of treated effluent to 5.2 acres of the Golf Club site, which is also used as a driving range. The Permit does not authorize discharges of wastewater to state waters. The Permit was issued on July 21, 1994, and expires on July 21, 2004.
2. The Board has evidence to indicate that Bristow Manor has violated the Regulation and the Permit by failing to: (1) properly operate and maintain the treatment works and spray irrigation system; (2) maintain required minimum freeboard in the WWTP stabilization pond; (3) comply with required effluent application rates; (4) sample, monitor and/or report required effluent, soil, and groundwater Permit parameters; (5) provide an adequate operating staff for the WWTP; and (6) record monitoring activities. DEQ NVRO issued one Warning Letter (WL) and nine Notices of Violation (NOVs) to Bristow Manor for the above referenced violations as follows: WL No. W2003-01-N-1024 issued February 3, 2003; NOV No. W2003-05-N-0010 issued May 16, 2003; NOV No. W2003-07-N-0008 issued on July 16, 2003; NOV No. W2003-08-N-0006 issued on August 14, 2003; NOV No. W2003-09-N-0007 issued on September 16, 2003; NOV No. W2003-010-N-0001 issued on October 15, 2003; NOV No. W2003-11-N-0010 issued on November 13, 2003, NOV No. W2003-12-N-0011 issued on December 16, 2003, NOV No. W2004-01-N-0014 issued on January 14, 2004, and NOV No. W2004-02-N-0008 issued on February 10, 2004.

3. Wastewater treatment at the site consists of extended aeration, clarification, disinfection and land application of treated effluent via a slow-rate spray irrigation system. As part of the spray irrigation system, Bristow Manor installed four groundwater monitoring wells (GMWs) to detect harmful levels of contaminants entering groundwater at the site. In addition, as part of the groundwater monitoring system, Bristow Manor states that they installed five lysimeter monitoring wells (LMWs) throughout the spray field to provide the ability to detect pollutants as they travel towards the water table. Sludge generated by the wastewater treatment operation is pumped and hauled to a POTW.
4. Because of concerns raised during an on-site inspection of the WWTP and its irrigation system, DEQ compliance staff conducted a historical file review to assess Bristow Manor's compliance status. DEQ noted from the review that a significant number of sampling and monitoring reports were either deficient and or missing. It was also noted that DEQ staff had identified to Bristow Manor during previous inspections, various recurring WWTP operational and maintenance deficiencies. The operational and maintenance deficiencies noted were such things as corroded metal deck grates at the WWTP, corroded aeration basin diffuser piping, deficient blower operations, insufficient stabilization pond freeboard, inoperable lysimeters, and heavy vegetative growth on the stabilization pond's berm walls. In addition, DEQ staff made recommendations to Bristow Manor concerning these operational and maintenance deficiencies, at the time that copies of the inspection reports were provided to Bristow Manor.
5. On June 10, 2003, DEQ Staff met with the Golf Club superintendent to provide him with an overview of Permit requirements, to inspect the WWTP, and to locate the GMWs and LMWs. In addition to locating the GMWs, DEQ staff conducted purging and recharging of the GMWs from June 10 through 13, 2003, since the WWTP operator regularly indicated on the VPAMRs that the GMWs provided insufficient water volume to sample.
6. As a result of the June 10, 2003 site visit, DEQ concluded that it was unable to locate any of the LMWs and that all GMWs recharged sufficiently to allow for sampling as required by the Permit.
7. On July 22, 2003, DEQ met with Bristow Manor to discuss Bristow Manor's proposed plan of action to correct the violations noted above. DEQ explained that the WWTP and spray irrigation system were in disrepair despite DEQ's efforts to provide compliance assistance through inspection reports. During the meeting, Bristow Manor confirmed to DEQ that it would address the violations at the WWTP and spray irrigation system by hiring a new contract operator to perform (1) inspection, sampling and reporting duties, (2) required repairs and (3) ongoing maintenance and operation of the WWTP.

8. On August 4, 2003, Michael Darby of Bristow Manor provided DEQ with a status report and a revised plan of action to resolve the above referenced violations. The plan included: (1) selecting a new WWTP operator, (2) obtaining a consultant to work with DEQ on Permit reissuance, and (3) establishing a contract for WWTP maintenance. On August 13, DEQ received a letter from Mr. Darby identifying proposed WWTP repairs and indicating that Bristow Manor had hired Onsite Solutions of Virginia, Inc., (Onsite Solutions) to operate the WWTP. In addition, Mr. Darby informed DEQ that Bristow Manor had replaced the metal deck grates on the WWTP.
9. DEQ received correspondence from Onsite Solutions on October 2, 2003 stating that it had not, as of the August 13, 2003 correspondence, begun operation and maintenance of the WWTP. Based on this information, on October 14, 2003, DEQ staff conducted a site inspection of the WWTP to determine if Bristow Manor was appropriately operating and maintaining the WWTP. The observations made by DEQ staff during the site inspection confirmed that operation and maintenance of the WWTP and recording of operational activities were not being performed in accordance with the Permit.
10. On October 20, 2003, DEQ met with Paul DelVecchio, representing Bristow Manor, again to discuss ongoing Permit violations. Mr. DelVecchio furnished DEQ with a status report from Bristow Manor stating that metal deck grates at the WWTP had been replaced and that vegetative growth around the stabilization pond's berm area had been mowed. In addition, Mr. DelVecchio provided Bristow Manor's revised schedule for additional WWTP renovations and the establishment of a contract for operation of the WWTP, which included sampling, inspection, and reporting services.
11. As of November 2003, Bristow Manor had secured a contractor to renovate as well as maintain and operate the WWTP in accordance with the plan and schedule referenced in paragraph 10 above.
12. On January 2, 2004, Bristow Manor informed DEQ that as of December 22, 2003, Bristow Manor had completed a number of WWTP renovations including replacement of air drops, valves, diffusers, the bar screen, the pressure switch, an air lift pipe, air supply lines, the froth pump, chlorine tablet feed tubes and caps, and sacrificial anodes at the WWTP.
13. A review of Bristow Manor's updated Groundwater Monitoring Plan, dated March 8, 2004, indicates that the current groundwater monitoring wells at the site do not adequately monitor potential groundwater contamination from the lagoon or spray field due to well location or construction. Additionally, monitoring capability has been reduced since the lysimeters that were proposed in Bristow's Groundwater

Monitoring Plan dated July 11, 1996 are not currently present in the spray field area. Therefore, installation of additional groundwater monitoring wells as part of the Permit reissuance, will be required to determine how spray irrigation activity at the site affects local groundwater.

14. This Order requires that Bristow Manor complete all necessary repairs to the WWTP and spray irrigation system, conduct a water balance study and complete a lagoon liner integrity study if necessary, maintain the WWTP and irrigation system as required by the Permit and perform sampling and reporting as required by the Permit. These requirements are incorporated in Appendix A hereto.

SECTION D: Agreement and Order

Accordingly the State Water Control Board, by virtue of the authority granted it in Va. Code § 62.1-44.15(8a) and (8d), orders Bristow Manor and Bristow Manor voluntarily agrees, to perform the actions described in Appendix A and to pay a civil charge of \$34,100.00, within 30 days of the effective date of the Order in settlement of the violations cited in this Order. Payment shall be made by check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

Either on a transmittal letter or as a notation on the check, Bristow Manor shall indicate that this payment is submitted pursuant to this Order and shall include the Federal Identification Number for Bristow Manor.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Bristow Manor, for good cause shown by Bristow Manor, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Warning Letter (WL) and Notices of Violation (NOVs) issued to Bristow Manor by DEQ and dated February 3, May 16, July 16, August 14, September 16, October 17, November 13, 2003, December 16, 2003, January 14, 2004, and February 10, 2004 respectively. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This

Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not

addressed herein.

3. For purposes of this Order and subsequent actions with respect to this Order, Bristow Manor County admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Bristow Manor consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Bristow Manor declares it has received fair and due process under the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, and the State Water Control Law, and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Bristow Manor to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Bristow Manor shall be responsible for failure to comply with any of the terms and conditions by this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Bristow Manor shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Bristow Manor shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order.

Such notice shall set forth:


- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which Bristow Manor intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

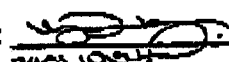
9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Bristow Manor. Notwithstanding the foregoing, Bristow Manor agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Bristow Manor. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Bristow Manor from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Bristow Manor voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of September 2, 2004.


Robert G. Burnley, Director
Department of Environmental Quality

Bristow Manor Limited Partnership voluntarily agrees to the issuance of this Order.

By: Bristow Manor Limited Partnership
By: Bristow Development Corp.
Its Managing General Partner

By: 
Date: 6/18/2004

Commonwealth of Virginia
City/County of Prince William

The foregoing document was signed and acknowledged before me this 18th day of

June, 2004, by Michael Derby, who is
(name)

President of Bristow Manor Limited Partnership, on behalf of the Partnership.
(title)


Notary Public

My commission expires: Dec. 17, 2007

APPENDIX A SCHEDULE OF COMPLIANCE

Bristow Manor shall:

1. By June 28, 2004, install a staff gauge or comparable equipment to allow continuous measurement of the depth of storage of water in the WWTP's stabilization pond.
2. By June 28, 2004, submit to DEQ for review and approval written procedures by which Bristow Manor will maintain the minimum two feet of required freeboard in the stabilization pond, including an outline of those actions to be taken during periods that make it impossible for spray irrigation to occur on-site. Upon approval, these written procedures shall be incorporated into, and be enforceable as part of the WWTP's Operations and Maintenance (O&M) manual.
3. By August 2, 2004, install a rain gauge and begin keeping records of rainfall data.
4. By August 2, 2004, submit an approvable water balance plan to DEQ for review and approval.
5. Within two weeks of approval of the water balance plan, and continuing for a period of one year, begin monthly flow monitoring and submit results to DEQ along with the monthly monitoring reports. Should the data indicate that the stabilization pond liner may be compromised, Bristow Manor shall, within 90 days of notification, submit to DEQ for review and approval, a plan and schedule for a stabilization pond liner integrity study by a professional engineer. Upon approval by DEQ, within 270 days of commencement, Bristow Manor shall: complete said stabilization pond liner integrity study, and should DEQ determine that the study confirms that the liner is compromised, Bristow Manor shall, restore the stabilization pond liner. Upon approval by DEQ, the plan and schedule shall become a part of and enforceable under the terms of this Order.
6. Within 60 days of completion of all items in this Appendix, Bristow Manor shall submit to DEQ for review and approval, a revised O&M manual which includes any operational changes necessitated by completion of the items of this Appendix and a description of the duties and roles of all individuals or positions having responsibility for the operation and maintenance of the Bristow Manor WWTP and spray irrigation system.
7. Submit monthly progress reports to DEQ on the status of compliance with the required activities of the Appendix, beginning July 1, 2004, until all activities required by this Appendix are complete. Said reports shall be submitted and addressed to:

Susan A. Oakes
Department of Environmental Quality
13901 Crown Court
Woodbridge, VA 22193